

EXHIBIT B

POST-CLOSING MATTERS AGREEMENT

THIS POST-CLOSING MATTERS AGREEMENT (as amended, modified and in effect from time to time, this “Agreement”) dated and made effective as of August 25, 2023 (the “Effective Date”), is by and among **BIG VICA Owner LLC**, **BIG SATX Owner LLC**, **BIG LCNM Owner LLC**, **BIG TAMI Owner LLC**, **BIG VEFL Owner LLC**, **BIG YVCA Owner LLC**, **BIG MIFL1 Owner LLC**, **BIG FOCA Owner LLC**, **BIG LACA Owner LLC**, **BIG NCCA Owner LLC**, **BIG BPCA Owner LLC**, **BIG MIFL2 Owner LLC**, **BIG LOCA Owner LLC**, **BIG DETX Owner LLC**, **BIG BCLA Owner LLC**, **BIG CSCO Owner LLC**, **BIG ARCA Owner LLC**, **BIG FBTX Owner LLC**, **BIG VECA Owner LLC**, **BIG INCA Owner LLC**, **BIG GACA Owner LLC**, **BIG CHCA Owner LLC**, **BIG FRCA Owner LLC**, **BIG LOSCA Owner LLC**, and **BIG AVCA Owner LLC**, each a Delaware limited liability company (“Buyer”), and **Big Lots Stores, LLC**, an Ohio limited liability company (“BLS SELLER”), **Big Lots Stores – PNS, LLC**, a California limited liability company (“PNS SELLER”), and **AVDC, LLC**, an Ohio limited liability company (“AVDC SELLER”; AVDC Seller, BLS Seller, and PNS Seller, collectively, “Seller”), and **BLBO Tenant, LLC**, an Ohio limited liability company (“Tenant”).

WHEREAS, Buyer and Seller are parties to that certain Agreement for Purchase and Sale of Real Property dated as of June 30, 2023 (as may have been or may be amended, restated, supplemented, and otherwise modified from time to time, the “Purchase Agreement”);

WHEREAS, Buyer is willing to enter into the transactions contemplated by the Purchase Agreement and Lease, notwithstanding that certain matters will not have been satisfied by Seller and Tenant as of the Effective Date, on the condition that Seller and Tenant execute and deliver this Agreement; and

WHEREAS, all initial capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the respective Purchase Agreement.

NOW THEREFORE, in consideration of the undertaking by Seller and Buyer to consummate the transactions contemplated by the Purchase Agreement and the other documents and agreements contemplated thereby, Seller agrees with Buyer as follows:

1. **Required Repairs; Violations; Certificates of Occupancy.** Without limiting Tenant’s obligations under the Lease, Seller and Tenant shall complete the work set forth on Exhibit A hereto, cure the violations set forth on Exhibit A hereto, and obtain the Certificates of Occupancy set forth on Exhibit A hereto, each within the timeframes set forth thereon. With respect to the work described in Exhibit A, Section 2 (the “PCA/Seismic Work”), Seller shall submit for all required permits by the date that is ninety (90) days after the date hereof, and complete such PCA/Seismic Work by the date that is one (1) year after the date hereof (the “PCA/Seismic Deadline”). In the event Seller and Tenant have not satisfied their obligations set forth in this Section 1 by the applicable dates set forth on Exhibit A (or, with respect to the PCA/Seismic Work, by the PCA/Seismic Deadline), then, in addition to Buyer’s other remedies set forth in the Lease, Buyer may complete the applicable actions at Seller’s and Tenant’s cost (Seller and Tenant to reimburse Buyer for such reasonable out-of-pocket costs incurred by Buyer within fifteen (15) days after an invoice therefor), but neither such deadline nor such election by

Buyer shall diminish Seller's and Tenant's obligation under the first sentence of this Section 1, provided that upon payment of applicable costs, completion of the applicable work, curing of the violation or obtaining of a Certificate of Occupancy, the matter shall be deemed cured and no longer a default or potential event of default under this Agreement or the Lease.

2. Estoppels. Seller and Tenant acknowledge and agree that Buyer has, prior to the date hereof, circulated to Seller and Tenant various estoppel certificates and requested that Seller and Tenant promptly obtain such estoppel certificates. To the extent that fully executed copies of any such estoppel certificates have not been delivered to Buyer as of the date hereof, Seller and Tenant shall continue to use continuous, commercially reasonable efforts to obtain such estoppel certificates. In the event Seller and Tenant have not obtained such estoppel certificates by the date that is sixty (60) days after the date hereof, then Buyer may seek such estoppel certificates at Seller's and Tenant's reasonable out-of-pocket costs incurred by Buyer not to exceed \$1,000 per estoppel certificate not received prior to the initial closing contemplated in the Purchase Agreement (Seller and Tenant to reimburse Buyer for such reasonable out-of-pocket costs within fifteen (15) days after an invoice therefor), but neither such deadline nor such election by Buyer shall diminish Seller's and Tenant's obligation under the second sentence of this Section 2.

3. Bossier City Access Easements. Seller and Tenant shall use commercially reasonable efforts (but in no event shall Seller or Tenant be required to pay commercially unreasonable costs to any third party in connection with such efforts) to obtain and record in the Official Records of Bossier Parish, Louisiana, within one (1) year after the date hereof (the "Bossier City Deadline"), amendments to the following two agreements, wherein the access and related easements appurtenant to that certain property commonly known as 3161 E. Texas Street, Bossier City, LA shall be extended into perpetuity, and which amendments shall be duly executed by all current parties thereto and otherwise shall be in form and substance reasonably satisfactory to Buyer: (a) Reciprocal Easement Agreement between Anthony-Kritz Properties Bossier City Partnership and KPW Associates, dated March 22, 1987 and recorded March 30, 1987 at Entry Number 454908 of the records of Bossier Parish, Louisiana, and (b) Declaration of Restrictions and Grant of Easements dated March 23, 1987 between T.C. & M. Construction Company and Albertson's Inc., and recorded March 30, 1987 at Entry Number 454911 of the records of Bossier Parish, Louisiana; amended by that First Amendment to Declaration of Restrictions & Grant of Easements dated August 31, 1987 and recorded November 5, 1987 at Entry Number 466024; further amended by that Second Amendment to Declaration of Restrictions and Grant of Easements dated October 13, 1988 and recorded October 14, 1988 at Entry Number 482381; further amended by that Third Amendment to Declaration of Restrictions and Grant of Easement dated August 3, 2000 and recorded August 7, 2000 at Entry Number 707027. In the event Seller and Tenant have not so obtained and recorded such amendments by the Bossier City Deadline, then, in addition to Buyer's other remedies set forth in the Lease, Buyer may pursue such amendments at Seller's and Tenant's cost (Seller and Tenant to reimburse Buyer for reasonable out-of-pocket costs, not to exceed Twenty-Five Thousand Dollars (\$25,000) with respect to payments to the third party counterparties to such easements, incurred by Buyer within thirty (30) days after an invoice therefor), but neither such deadline nor such election by Buyer shall diminish Seller's and Tenant's obligation under the first sentence of this Section 3; provided that, in the event of such Buyer election, upon Seller's and Tenant's payment to Buyer of applicable costs to obtain the amendments contemplated under this Section 3, Seller's and Tenant's obligation under

this Section 3 shall be deemed cured and no longer a default or potential event of default under this Agreement or the Lease.

4. San Antonio Declaration. With respect to that certain Declaration of Covenants and Encumbrances recorded in Volume 7945, Page 720, in the Deed Records of Bexar County, Texas, Seller and Tenant shall use commercially reasonable efforts (but in no event shall Seller or Tenant be required to pay commercially unreasonable costs to any third party in connection with such efforts) to obtain and record in the Official Records of Bexar County, Texas, within one (1) year after the date hereof (the “San Antonio Deadline”), an amendment to such agreement extending into perpetuity the easements described therein that are appurtenant to that certain property commonly known as 1739 SW Loop 410 STE 200, San Antonio, TX, and which amendment shall be duly executed by all current parties thereto and otherwise shall be in form and substance reasonably satisfactory to Buyer. In the event Seller and Tenant have not so obtained and recorded such amendment by the San Antonio Deadline, then, in addition to Buyer’s other remedies set forth in the Lease, Buyer may pursue such amendments at Seller’s and Tenant’s cost (Seller and Tenant to reimburse Buyer for reasonable out-of-pocket costs, not to exceed Twenty-Five Thousand Dollars (\$25,000) with respect to payments to the third party counterparties to such declaration, incurred by Buyer within thirty (30) days after an invoice therefor), but neither such deadline nor such election by Buyer shall diminish Seller’s and Tenant’s obligation under the first sentence of this Section 4; provided that, in the event of such Buyer election, upon Seller’s and Tenant’s payment to Buyer of applicable costs to obtain the amendments contemplated under this Section 4, Seller’s and Tenant’s obligation under this Section 4 shall be deemed cured and no longer a default or potential event of default under this Agreement or the Lease.

5. Ventura REA. With respect to that certain property commonly known as 299 Borchard Drive, Ventura, CA (the “Ventura Property”), Seller and Tenant acknowledge and agree that the parking lot at the southern portion of the Ventura Property is contiguous with the parking lot of certain unrelated third parties that own the land immediately to the south of the Ventura Property (collectively, the “Southern Neighbors”). Seller and Tenant shall use commercially reasonable efforts (but in no event shall Seller or Tenant be required to pay any costs to the Southern Neighbors in connection with such efforts (it being understood and agreed that any legal costs of Seller and/or Tenant shall not be passed through to Buyer)) to obtain and record in the Official Records of Ventura County, California, within one (1) year after the date hereof (the “Ventura Deadline”), a customary reciprocal easement agreement with the Southern Neighbors, which agreement shall, *inter alia*, provide for pro rata reimbursement to the fee owner of the Ventura Property of maintenance costs with respect to such parking lot, contain customary indemnities found in reciprocal easement agreements, provide other rights and obligations customarily found in a reciprocal easement agreement for a property similar to the Ventura Property, and be in form and substance reasonably acceptable to Buyer. In the event Seller and Tenant have not so obtained and recorded such reciprocal easement agreement by the Ventura Deadline, then Buyer may pursue such reciprocal easement agreement at Buyer’s sole cost and expense Buyer’s sole cost and expense.

6. National City Encroachments. Seller and Tenant acknowledge and agree that the primary building at that certain property commonly known as 1410 E Plaza Blvd, National City, CA, encroaches into the easement areas of those certain easements recorded as Instrument Nos. 1977-19856, 1984-103046, and 1985-117680 in the San Diego County, California Recorder’s

Office, as shown on that certain ALTA/NSPS Land Title Survey prepared by BBG Assessments, LLC, dated March 31, 2023, Project No. 523101113 (collectively, the “National City Easements”). Seller and Tenant shall use commercially reasonable efforts to obtain and record with the San Diego County, California Recorder’s Office, within one (1) year after the date hereof (the “National City Deadline”), either (a) consents to the existence of such primary building in its current state and construction, along with a waiver of any right to require the removal, alteration or demolition of such building, or (b) releases and terminations of the National City Easements, in each case executed and notarized by the current holders of the National City Easements and in form and substance reasonable acceptable to Buyer (but in no event shall Seller or Tenant be required to pay commercially unreasonable costs to any third party in connection with such efforts). In the event Seller and Tenant have not so obtained and recorded such consents and waivers or releases and terminations by the National City Deadline, then, in addition to Buyer’s other remedies set forth in the Lease, Buyer may pursue such consents and waivers or releases and terminations at Seller’s and Tenant’s cost (Seller and Tenant to reimburse Buyer for reasonable out-of-pocket costs incurred by Buyer within thirty (30) days after an invoice therefor), but neither such deadline nor such election by Buyer shall diminish Seller’s and Tenant’s obligation under the first sentence of this Section 6; provided that, in the event of such Buyer election, upon Seller’s and Tenant’s payment to Buyer of applicable costs to obtain the consents and waivers or releases and terminations contemplated under this Section 6, Seller’s and Tenant’s obligation under this Section 6 shall be deemed cured and no longer a default or potential event of default under this Agreement or the Lease.

7. Fontana Encroachments. Seller and Tenant acknowledge and agree that the primary building at that certain property commonly known as 17575 Foothill Blvd, Fontana, CA, encroaches into the easement areas of those certain easements recorded in Book 4952, Page 273, and Book 4830, Page 554 in the Official Records of San Bernadino County, California, as shown on that certain ALTA/NSPS Land Title Survey prepared by BBG Assessments, LLC, dated April 11, 2023, Project No. 0523101111 (collectively, the “Fontana Easements”). Seller and Tenant shall use commercially reasonable efforts to obtain and record in the Official Records of San Bernadino County, California, within one (1) year after the date hereof (the “Fontana Deadline”), either (a) consents to the existence of such primary building in its current state and construction, along with a waiver of any right to require the removal, alteration or demolition of such building, or (b) releases and terminations of the Fontana Easements, in each case executed and notarized by the current holders of the Fontana Easements and in form and substance reasonable acceptable to Buyer (but in no event shall Seller or Tenant be required to pay commercially unreasonable costs to any third party in connection with such efforts). In the event Seller and Tenant have not so obtained and recorded such consents and waivers or releases and terminations by the Fontana Deadline, then, in addition to Buyer’s other remedies set forth in the Lease, Buyer may pursue such consents and waivers or releases and terminations at Seller’s and Tenant’s cost (Seller and Tenant to reimburse Buyer for reasonable out-of-pocket costs incurred by Buyer within fifteen (15) days after an invoice therefor), but neither such deadline nor such election by Buyer shall diminish Seller’s and Tenant’s obligation under the first sentence of this Section 7; provided that, in the event of such Buyer election, upon Seller’s and Tenant’s payment to Buyer of applicable costs to obtain the consents and waivers or releases and terminations contemplated under this Section 7, Seller’s and Tenant’s obligation under this Section 7 shall be deemed cured and no longer a default or potential event of default under this Agreement or the Lease.

8. **Default; Survival.** If Seller or Tenant defaults in their obligations under this Agreement by the applicable deadlines set forth in this Agreement, such default shall be an immediate Event of Default under the Lease entitling Buyer (as landlord) to pursue any and all remedies under the Lease. All matters set forth in this Agreement shall survive the Closing and delivery of the Deeds (each as defined in the Purchase Agreement).

9. **Force Majeure.** If Seller or Tenant is delayed, hindered or prevented from performing any act required under this Agreement by reason of strikes, lockouts, inability to procure materials, failure of power, restrictive governmental laws or regulations, pandemic, or any other reason of a like nature not within the reasonable control of the delayed party, then performance of such act shall be excused for the period of the delay, and the period allowed for the performance of such act shall be extended for a period equivalent to the period of such delay. The foregoing shall not apply to Seller's or Tenant's obligation to pay funds to complete an act required under this Agreement.

10. **Notices.** All notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given on the date: (i) delivered in person; (ii) deposited in the United States mail, registered or certified, return receipt requested; (iii) delivery via electronic mail to the addresses set forth below; or (iv) deposited with a nationally recognized overnight courier, to the addresses set forth below. Such notices shall be deemed effective upon receipt (or, if sent by e-mail, upon sending with no rejection thereof). Any address or name specified below may be changed by notice given to the addressee by the other party in accordance with this Section 8. Anything to the contrary notwithstanding, if notice cannot be delivered because of a changed address of which no notice was given as provided, above, or because of rejection or refusal to accept any notice, then receipt of such notice shall be deemed to be as of the date of inability to deliver or rejection or refusal to accept. Any notice to be given by any party may be given by the counsel for such party.

Notice Address of Buyer:

c/o Blue Owl Real Estate Capital LLC
30 N. LaSalle St., Suite 4140
Chicago, IL 60602
Attn: Asset Management
Email: RealEstateAM@blueowl.com

With a copy to:

Kirkland & Ellis LLP
300 N. LaSalle Street
Chicago, Illinois 60654
Attn.: David A. Rosenberg, P.C. & David P. Stanek
Email: david.rosenberg@kirkland.com & david.stanek@kirkland.com

Notice Address of Seller and Tenant:

Big Lots, Inc.
4900 East Dublin Granville Road
Columbus, OH 43081
Attn: Steve Hutkai
VP, Tax and Treasurer
Email: shutkai@biglots.com

Big Lots, Inc.
4900 East Dublin Granville Road
Columbus, OH 43081
Attn: Ronald A. Robins, Jr. (Rocky)
EVP, General Counsel & Corporate Secretary
Email: rrobbins@biglots.com

With a copy to:

Jacinto A. Núñez
Vorys, Sater, Seymour and Pease LLP
50 S. Main Street
Suite 1200
Akron, OH 44308
Email: janunez@vorys.com

11. Assignment; Binding on Successors and Assigns. This Agreement may not be assigned by Seller without the prior written consent of Buyer. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement.

13. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED UNDER AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS, AS OPPOSED TO THE CONFLICT OF LAWS PROVISIONS, OF THE STATE OF ILLINOIS.

14. No Waiver. The waivers and consents contained in this Agreement are limited to the specifics hereof, shall not apply with respect to any facts or occurrences other than those on which the same are based, shall not excuse future non-compliance with the Purchase Agreement, Lease, or any other instruments or agreements relating to the transactions described herein, and, except as expressly set forth herein, shall not operate as a waiver or an amendment of any right, power or remedy of Seller or Buyer, nor as a consent to any further or other matter, under the Purchase Agreement, Lease, any other instruments or agreements relating to the transactions

described herein. No waiver, and no modification or amendment of any provision of this Agreement shall be effective unless specifically made in writing and duly signed by the party purportedly making such waiver.

15. Counterparts. This Agreement may be delivered by facsimile and executed in one or more counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which counterparts taken together shall constitute but one and the same Agreement.

16. Titles. Paragraph and subparagraph titles, captions and headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

17. Acknowledgment. Seller and Buyer affirm and acknowledge that this Agreement constitutes a Closing Document (as defined in each Purchase Agreement) and any reference to the Closing Documents under the Purchase Agreement contained in any notice, request, certificate or other document executed concurrently with or after the execution and delivery of this Agreement shall be deemed to include this Agreement unless the context shall otherwise specify.

[NO FURTHER TEXT ON PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above.

SELLER:

Big Lots Stores, LLC, an Ohio limited liability company

By:

DocuSigned by:


Jonathan Ramsden

FF2E51629539412...

Jonathan Ramsden, Executive Vice President and Chief Financial and Administrative Officer

Big Lots Stores – PNS, LLC, a California limited liability company

By:

DocuSigned by:


Jonathan Ramsden

FF2E51620630412...

Jonathan Ramsden, Executive Vice President and Chief Financial and Administrative Officer

AVDC, LLC, an Ohio limited liability company

By:

DocuSigned by:

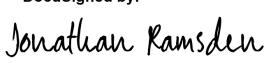

Jonathan Ramsden

FF2E51629539412...

Jonathan Ramsden, Executive Vice President and Chief Financial and Administrative Officer

TENANT:

BLBO TENANT, LLC, an Ohio limited liability company

By: _____ DocuSigned by:

Jonathan Ramsden, Executive Vice President
and Chief Financial and Administrative Officer

BUYER:

BIG VICA Owner LLC,
a Delaware limited liability company

By: MR
Name: Michael Reiter
Title: Authorized Representative

BIG SATX Owner LLC,
a Delaware limited liability company

By: MR
Name: Michael Reiter
Title: Authorized Representative

BIG LCNM Owner LLC,
a Delaware limited liability company

By: MR
Name: Michael Reiter
Title: Authorized Representative

BIG TAMI Owner LLC,
a Delaware limited liability company

By: MR
Name: Michael Reiter
Title: Authorized Representative

BIG VEFL Owner LLC,
a Delaware limited liability company

By: MR
Name: Michael Reiter
Title: Authorized Representative

BIG YVCA Owner LLC,
a Delaware limited liability company

By: 
Name: Michael Reiter
Title: Authorized Representative

BIG MIFL1 Owner LLC,
a Delaware limited liability company

By: 
Name: Michael Reiter
Title: Authorized Representative

BIG FOCA Owner LLC,
a Delaware limited liability company

By: 
Name: Michael Reiter
Title: Authorized Representative

BIG LACA Owner LLC,
a Delaware limited liability company

By: 
Name: Michael Reiter
Title: Authorized Representative

BIG NCCA Owner LLC,
a Delaware limited liability company

By: 
Name: Michael Reiter
Title: Authorized Representative

BIG BPCA Owner LLC,
a Delaware limited liability company

By: 
Name: Michael Reiter
Title: Authorized Representative

BIG MIFL2 Owner LLC,
a Delaware limited liability company

By: 
Name: Michael Reiter
Title: Authorized Representative

BIG LOCA Owner LLC,
a Delaware limited liability company

By: 
Name: Michael Reiter
Title: Authorized Representative

BIG DETX Owner LLC,
a Delaware limited liability company

By: 
Name: Michael Reiter
Title: Authorized Representative

BIG BCLA Owner LLC,
a Delaware limited liability company

By: 
Name: Michael Reiter
Title: Authorized Representative

BIG CSCO Owner LLC,
a Delaware limited liability company

By: 
Name: Michael Reiter
Title: Authorized Representative

BIG ARCA Owner LLC,
a Delaware limited liability company

By: 
Name: Michael Reiter
Title: Authorized Representative

BIG FBTX Owner LLC,
a Delaware limited liability company

By: 
Name: Michael Reiter
Title: Authorized Representative

BIG VECA Owner LLC,
a Delaware limited liability company

By: 
Name: Michael Reiter
Title: Authorized Representative

BIG INCA Owner LLC,
a Delaware limited liability company

By: 
Name: Michael Reiter
Title: Authorized Representative

BIG GACA Owner LLC,
a Delaware limited liability company

By: MRe
Name: Michael Reiter
Title: Authorized Representative

BIG CHCA Owner LLC,
a Delaware limited liability company

By: MRe
Name: Michael Reiter
Title: Authorized Representative

BIG FRCA Owner LLC,
a Delaware limited liability company

By: MRe
Name: Michael Reiter
Title: Authorized Representative

BIG LOSCA Owner LLC,
a Delaware limited liability company

By: MRe
Name: Michael Reiter
Title: Authorized Representative

BIG AVCA Owner LLC,
a Delaware limited liability company

By: MRe
Name: Michael Reiter
Title: Authorized Representative

JOINDER BY BIG LOTS, INC.

Big Lots, Inc., an Ohio corporation and the parent of the Seller, hereby joins in the execution of this Agreement to evidence its agreement to be bound by all of the terms and conditions set forth herein and to guaranty the payment and performance of all of the obligations of Seller and Tenant hereunder.

BIG LOTS, INC., an Ohio corporation

By:


Jonathan Ramsden, Executive Vice President
and Chief Financial and Administrative Officer

EXHIBIT A

<u>1. Zoning Code, Building Code, and Fire Code Violations; Certificates of Occupancy</u>		
Property	Actions	Time Periods
2100 SW 27 th Ave Miami, FL	1. Cure, to the satisfaction of Buyer, the building code violations identified in The City of Miami Case Number BB2021008736 (Folio Number 01-4109-039-0270), including without limitation the satisfactory completion of the required 40-50 Year Recertification Process (Violation Date: April 30, 2021; Compliance Due Date: August 26, 2021)	Within 60 days of Closing
2449 S Loop 288 Denton, TX	1. Cure, to the satisfaction of Buyer, the Fire Code Violations identified in the Denton Fire Department inspection notice dated April 12, 2021.	Within 60 days of Closing
1990 S Academy Blvd Colorado Springs, CO	1. Cure (or confirm that the following was cured) to the satisfaction of Buyer, the building code violations identified in the Notice of Noncompliance dated June 7, 2004, the Certificate of Noncompliance dated July 16, 2004 and the Stop Work Order dated May 24, 2004.	Within 60 days of Closing
18325 Dixie Highway, Miami FL	Seller must cure, to the satisfaction of Buyer, the fire code violations identified in Miami-Dade Fire Rescue Department – Inspection Report (Permit Number 99125-19107), dated October 4, 2022	Within 60 days of Closing
610 Las Tunas Dr. Arcadia, CA	1. Cure, to the satisfaction of Buyer, the fire code violations identified in the Inspection Report prepared by the Arcadia Fire Department dated July 19, 2023, and complete any required reinspection.	Within 60 days of Closing
2900 W Rosecrans Ave Gardena, CA	1. Obtain a certificate of occupancy as required under the municipal code of Gardena, CA to cure the municipal code violation.	Within 60 days of Closing

1739 SW Loop 410 STE 200 San Antonio, TX	1. Cure, to the satisfaction of Buyer, the fire code violations identified in the Final Zoning Compliance Report dated August 3, 2023 prepared by Global Zoning (Zoning Job #: GZ 25350)	Within 60 days of Closing
6420 20th St, Vero Beach, FL	1. Cure (or confirm that the following was cured) to the satisfaction of Buyer, the building and zoning code violations identified in the Final Zoning Compliance Report, dated July 21, 2023, prepared by Global Zoning (Job No.: GZ 25346).	Within 60 days of Closing
4895 E Kings Canyon Rd. Fresno, CA	1. Cure, to the satisfaction of Buyer, the fire code violations identified in the Final Zoning Compliance Report dated August 11, 2023 prepared by Global Zoning (Zoning Job #: GZ 25344).	Within 60 days of Closing
7575 Foothill Blvd, Fontana, CA	1. Complete all required repairs and take all actions necessary for the resolution, dismissal, and release in full of the proceedings and related matters evidenced by that certain Notice of Pendency of Administrative Proceedings recorded as of May 10, 2021, as Instrument No. 2021-0214682 in the Official Records of San Bernadino County, California (including, without limitation, any required reinspection thereof)	Within 60 days of Closing
18880 Navajo Rd Apple Valley, CA	1. Obtain a Certificate of Occupancy as required by the Town of Apple Valley after the change in ownership upon Closing.	Within 60 days of Closing
23351 Eureka Road Taylor, MI	1. Complete all required repairs and take all actions necessary for complying with the City of Taylor Office of Development Services, including, without limitation, curing the violations referenced in that certain inspection report dated August 24, 2023, at 11:06:48 a.m.	Within 60 days of Closing

2. Repairs Reflected in Property Condition Reports and Seismic Reports

[See attached]

Property	Item	Estimated Cost
380 South Cherokee Lane, Lodi, CA		
	Investigate and repair roof leaks	\$6,000
	Install seismic straps	\$100
	ADA Compliance - provide handicapped-accessible parking designation vertically-mounted at the nose of each accessible space	\$150
	Modified bitumen roof replacement	\$130,740
2900 West Rosecrans Avenue, Gardena, CA		
	Full depth asphalt repairs and overlay	\$5,000
	Exterior painting and façade repairs	\$21,090
	Replace Zinsco panels	\$8,000
	Update fire sprinkler inspection	\$0
	ADA Compliance - provide handicapped-accessible parking designation vertically-mounted at the nose of each accessible space	\$300
	Built up roof replacement	\$118,640
	Seismic: Perform destructive investigation to identify sub-purlin wall anchors and wall anchors where the hard lid ceiling conceals the roof framing. Perform seismic assessment with additional information from destructive investigation. If the seismic assessment indicates the building is deficient, perform a roof-to-wall anchor seismic retrofit that our opinion of the probable constructions costs is approximately \$240,000	\$240,000
1815 West Slauson Avenue, Los Angeles, CA		
	Full depth asphalt repairs and overlay	\$1,000
	Investigate and repair roof leaks	\$6,000
	Seismic: A seismic retrofit for this building to mitigate the lack of effective wall anchorage. The retrofit would likely include the following elements: -Post-installed wall anchors regularly spaced around the perimeter of the structure at the roof -Continuity ties to join the sub diaphragms	\$200,000-250,000
6420 20th Street, Vero Beach, FL		
	Full depth asphalt repairs and overlay	\$20,000
	Investigate and repair the damaged and leaking irrigation line on the western portion of the subject property	\$1,000
	Investigate and repair roof leaks	\$6,000

299 Borchard Drive & 2662 E Thompson Boulevard, Ventura, California		
	Patching, crack sealing, sealing and striping - Big Lots	\$6,000
	Patching, crack sealing, sealing and striping - Wendy's	\$1,500
	Built up roof replacement - Big Lots	\$121,875
	Built up roof replacement - Wendy's	\$13,295

	Update fire sprinkler inspection - Big Lots	\$0
	Provide handicapped-accessible parking designation vertically-mounted at the nose of each accessible space - Big Lots	\$150
	Seismic: A seismic retrofit for the building to mitigate the lack of effective wall anchorage. The retrofit would likely include the following elements: -Post-installed wall anchors regularly spaced around the perimeter of the structure at the roof -Continuity ties to join the sub diaphragms	\$200,000 - \$250,000
	Environmental: Clean waste cooking oil area. Evidence of Grease Stains	
4895 East Kings Canyon Road, Fresno, California		
	Full depth asphalt repairs and overlay	\$1,000
	Confirm sprinkler head recall status	\$0
	Provide additional handicapped-accessible parking spaces to bring property into compliance.	\$200
	Provide handicapped-accessible parking designation vertically-mounted at the nose of each accessible space.	\$750
	Provide signage denoting 'van-accessible' status of each van space beneath vertically-mounted handicapped-accessible signage.	\$150
	Modified bitumen roof replacement	\$134,740
2350 East Lohman Avenue, Las Cruces, New Mexico		
	Investigate and Repair Storm Drainage Issue	\$5,000
	Investigate and repair roof leaks	\$6,000
	Update fire sprinkler and fire alarm inspections	\$0
	Confirm sprinkler head recall status	\$0
	Provide signage denoting 'van-accessible' status of each van space beneath vertically-mounted handicapped-accessible signage.	\$150
14790 La Paz Drive, Victorville, California		
	Repairs to angle bolts at rear of store	\$2,500
	Evaluate and repair the vestibule	\$20,000
	Confirm sprinkler head recall status	\$0
	Built up roof replacement	\$124,500
	Seismic: Loose bolts at all anchorage connections be tightened	\$0
18325 South Dixie Highway, Miami, Florida		
	Patching, crack sealing, sealing and striping	\$13,500
	Repair damaged aluminum and fabric canopies	\$2,000
	TPO roof replacement	\$201,500
18880 Navajo Road, Apple Valley, California		
	Obtain Annual Permit	\$0
1739 Southwest Loop 410, Suite 200, San Antonio, Texas		
	Confirm sprinkler head recall status	\$0
	Provide additional handicapped-accessible parking spaces to bring property into compliance.	\$200
	Modified bitumen roof replacement	\$181,475
12550 Central Avenue, Chino, California		
	Modified bitumen roof replacement	\$120,425
	Seismic: A seismic retrofit for this building to mitigate the lack of effective wall anchorage. The retrofit would likely include the following elements: -Post-installed wall anchors regularly spaced around the perimeter of the structure at the roof -Continuity ties to join the sub diaphragms	\$200,000-\$250,000
3161 East Texas Street, Bossier City, Louisiana		

	Regrade for proper drainage	\$5,000
	Patch and repair concrete	\$15,000
	Repair exterior stairs	\$7,500
	Sealant and control joint renewal	\$3,758
	Confirm sprinkler head recall status	\$0
	Provide handicapped-accessible parking designation vertically-mounted at the nose of each accessible space.	\$600
	Provide signage denoting 'van-accessible' status of each van space beneath vertically-mounted handicapped-accessible signage.	\$150
	Provide delineated access aisle adjacent to parking spaces to bring the property into compliance.	\$280
	Structural: Seal joints around the building	\$4,500
	Structural: Replace five (5) concrete wall panels (15'X25"X7") on the west side wall with reinforced CMU	\$112,500
	Structural: Install plate connector wat cracked and separated joists	\$24,000
	Composite single roof replacement	\$2,800
	Structural: Structural assessment needed - cracking of the tilt wall panels at the base of the exterior along the western wall and at the interior of the building at the panel connector plates at the northern and western walls.	Structural Assessment: \$6,000; Structural Repairs \$150,000.
	Clean discarded debris, trash, and/or other solid waste, including mattresses and windblown household trash, located in the vacant field on the northern portion of the Subject Property	
1990 South Academy Boulevard, Colorado Springs, Colorado		
	Repair exterior stairs	\$500
	Repair impact-damaged finishes	\$1,000
	Investigate and repair roof leaks	\$6,000
	Replacement of damaged/missing vinyl floor tiles	\$2,000
	Heat pump replacement, per ton	\$4,500
	Install GFI outlets and repair exterior outlet	\$0
	Relocate stored items from rear egress	\$0
	Repair noted fire sprinkler system deficiencies	\$1,200
	Modify or replace current door threshold to bring entrance into compliance.	\$200
3003 West Manchester Boulevard & 8500 Crenshaw Blvd, Inglewood, California		
	Termite inspection and treatment (Big Lots)	\$10,000
	Replace damaged wood trim (Big Lots)	\$5,000
	Built up roof replacement (Rally's)	\$3,670
	Built up roof replacement (Big Lots)	\$105,965
	Concrete tile roof replacement (Big Lots)	\$3,720
	Seismic: Invasive investigation and seismic analysis. Check for presence of sub-pulin embedded wall anchors nailed overtop of plywood.	\$240,000
1070 West Avenue K, Ste A, Lancaster, California		
	Patching, crack sealing, sealing and striping	\$5,250
	Update fire extinguishers inspection	\$0
	Provide additional handicapped-accessible parking spaces to bring property into compliance.	\$400
	Provide additional van-accessible parking spaces (1 of every 6 handicapped-accessible spaces) to bring property into compliance.	\$250
17575 Foothill Boulevard, Fontana, California		
	Full depth asphalt repairs and overlay	\$4,000
	Patch and repair concrete	\$5,000
	Update fire sprinkler and fire alarm inspections	\$0
	Provide additional handicapped-accessible parking spaces to bring property into compliance.	\$400

	Provide additional van-accessible parking spaces (1 of every 6 handicapped-accessible spaces) to bring property into compliance.	\$250
	Modified bitumen roof replacement	\$180,600
	Seismic: A seismic retrofit for this building to mitigate the lack of wall anchorage at much of the building perimeter. The retrofit would likely include the following elements: -Post-installed wall anchors regularly spaced around the perimeter of the structure at the roof -Continuity ties to join the roof subdiaphragms -New shear wall or steel braced frame at the west end of the north elevation -Add anchors or bracing to unanchored mechanical equipment and storage racks	Seismic: \$325,000 - \$375,000
56865 Twentynine Palms Highway, Yucca Valley, California		
	Full depth asphalt repairs and overlay	\$3,500
	Install seismic straps	\$100
	Confirm sprinkler head recall status	\$0
	Provide handicapped-accessible parking designation vertically-mounted at the nose of each accessible space.	\$150
	Seismic: A seismic retrofit for this building to mitigate the lack of wall anchorage at much of the building perimeter. The retrofit would likely include the following elements: -Post-installed wall anchors regularly spaced around the perimeter of the structure at the roof -Continuity ties to join the sub diaphragms -Brace the heater hung from the roof to the structure	\$200,000-\$250,000
8932 Valley View Street, Buena Park, California		
	TPO roof replacement	\$201,520
1410 East Plaza Boulevard, National City, California		
	Update fire sprinkler and fire alarm inspections	\$0
	Confirm sprinkler head recall status	\$0
	Provide additional handicapped-accessible parking spaces to bring property into compliance.	\$800
610 Las Tunas Drive, Arcadia, California		
	Patching, crack sealing, sealing and striping	\$5,468
	Full depth asphalt repairs and overlay	\$7,200
	Install seismic straps	\$100
	Provide signage denoting 'van-accessible' status of each van space beneath vertically-mounted handicapped-accessible signage.	\$150
	Provide handicapped-accessible parking designation vertically-mounted at the nose of each accessible space.	\$150
	Modified bitumen roof replacement	\$121,600
23351 Eureka Road, Taylor, Michigan		
	Full depth asphalt repairs and overlay	\$9,000
	Patching, crack sealing, sealing and striping	\$6,804
	Replace damaged concrete masonry units at loading doors	\$10,000
	Investigate and repair roof leaks	\$6,000
	Confirm sprinkler head recall status	\$0
	Provide handicapped-accessible parking designation vertically-mounted at the nose of each accessible space.	\$300
	Provide signage denoting 'van-accessible' status of each van space beneath vertically-mounted handicapped-accessible signage.	\$150
2249 South Loop 288, Denton, Texas		
	Patch and repair concrete	\$15,000
	Repair concrete sidewalks	\$600

	Repair condensate line damage	\$0
	Resolve yellow tag deficiencies at fire riser and fire alarm panel	\$0
	Provide current inspection tag for fire extinguisher	\$0
	Provide handicapped-accessible parking designation placard on the vertical poles at the nose of each accessible space.	\$100
	Close out open fire code violations	\$0
	TPO roof replacement	\$164,375
	Modified bitumen roof replacement	\$3,750
2865 Valley View Lane, Farmers Branch, Texas		
	Repair clogged sewer line	\$1,000
	Confirm sprinkler head recall status	\$0
	Provide ramped curb cuts as necessary along the site's accessible route and at passenger drop-off areas. Provide roughened surface to delineate cuts from adjacent walks or paved areas.	\$4,500

SECOND AMENDMENT TO POST-CLOSING MATTERS AGREEMENT

This Second Amendment to Post-Closing Matters Agreement (this “**Amendment**”) is made and entered into as of this 24th day of October, 2023 (the “**Effective Date**”), by and among **BIG VICA Owner LLC**, **BIG SATX Owner LLC**, **BIG LCNM Owner LLC**, **BIG TAMI Owner LLC**, **BIG VEFL Owner LLC**, **BIG YVCA Owner LLC**, **BIG MIFL1 Owner LLC**, **BIG FOCA Owner LLC**, **BIG LACA Owner LLC**, **BIG NCCA Owner LLC**, **BIG BPCA Owner LLC**, **BIG MIFL2 Owner LLC**, **BIG LOCA Owner LLC**, **BIG DETX Owner LLC**, **BIG BCLA Owner LLC**, **BIG CSCO Owner LLC**, **BIG ARCA Owner LLC**, **BIG FBTX Owner LLC**, **BIG VECA Owner LLC**, **BIG INCA Owner LLC**, **BIG GACA Owner LLC**, **BIG CHCA Owner LLC**, **BIG FRCA Owner LLC**, **BIG LOSCA Owner LLC**, and **BIG AVCA Owner LLC**, each a Delaware limited liability company (“**Buyer**”), and **Big Lots Stores, LLC**, an Ohio limited liability company (“BLS SELLER”), **Big Lots Stores - PNS, LLC**, a California limited liability company (“PNS SELLER”), **Big Lots Stores - CSR, LLC**, an Ohio limited liability company (“Big Lots CSR”), and **AVDC, LLC**, an Ohio limited liability company (“AVDC SELLER”); **AVDC Seller**, **BLS Seller**, **PNS Seller**, and **Big Lots CSR**, collectively, “**Seller**”), and **BLBO Tenant, LLC**, an Ohio limited liability company (“**Tenant**”).

WITNESSETH:

WHEREAS, Buyer, Seller, and Tenant are parties to that certain Post-Closing Matters Agreement dated as of August 25, 2023 (as may have been or may be amended, restated, supplemented, and otherwise modified from time to time, the “**Agreement**”);

WHEREAS, Buyer, Seller, and Tenant desire to amend the Agreement as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Incorporation and Definitions**. The recitals, schedules, and exhibits of this Amendment are incorporated herein by this reference. Initial capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Agreement.

2. **Amendment**. Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the Exhibit A attached hereto and incorporated by reference herein.

3. **Ratification and Affirmation of Agreement**. Except as expressly provided herein, the Agreement shall remain unchanged and in full force and effect; provided, that to the extent this Amendment conflicts with the Agreement, the provisions of this Amendment shall control. From and after the date hereof, the “**Agreement**” shall mean and refer to the Agreement as amended by this Amendment. The terms of the Agreement, as modified hereby, are ratified and affirmed by the parties hereto.

4. Counterparts; Electronic Signatures. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of this Amendment by electronic means shall be equally as effective as delivery of a manually executed original counterpart of this Amendment.

5. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties hereto.

6. Headings. The headings of the various Sections of this Amendment have been inserted only for convenience and shall not be deemed in any manner to modify or limit any of the provisions of this Amendment or be used in any manner in the interpretation of this Amendment.

7. Entire Agreement; Authorization. This Amendment contains the entire agreement between the parties hereto with respect to the subject matter of this Amendment, and supersedes all prior understandings, agreements and representations, if any, with respect to such subject matter. The parties' respective signatories below have been duly authorized to execute and deliver this Amendment.

[Intentionally Left Blank/Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the Effective Date.

SELLER:

Big Lots Stores, LLC, an Ohio limited liability company

By: 
Jonathan Ramsden, Executive Vice President
and Chief Financial and Administrative Officer

Big Lots Stores – PNS, LLC, a California limited liability company

By: 
Jonathan Ramsden, Executive Vice President
and Chief Financial and Administrative Officer

AVDC, LLC, an Ohio limited liability company

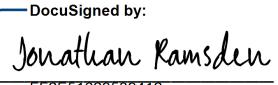
By: 
Jonathan Ramsden, Executive Vice President
and Chief Financial and Administrative Officer

Big Lots Stores – CSR, LLC, an Ohio limited liability company

By: 
Jonathan Ramsden, Executive Vice President
and Chief Financial and Administrative Officer

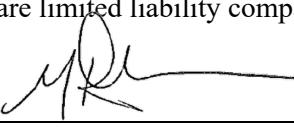
TENANT:

BLBO TENANT, LLC, an Ohio limited liability company

DocuSigned by:
By: 
Name: Jonathan Ramsden
Title: Executive Vice President and Chief Financial and Administrative Officer

BUYER:

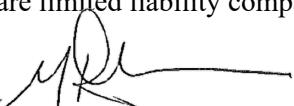
BIG VICA Owner LLC,
a Delaware limited liability company

By: 
Name: Michael Reiter
Title: Authorized Representative

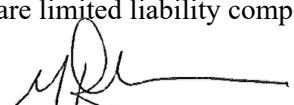
BIG SATX Owner LLC,
a Delaware limited liability company

By: 
Name: Michael Reiter
Title: Authorized Representative

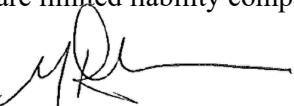
BIG LCNM Owner LLC,
a Delaware limited liability company

By: 
Name: Michael Reiter
Title: Authorized Representative

BIG TAMI Owner LLC,
a Delaware limited liability company

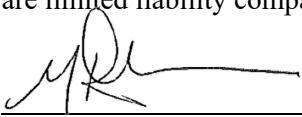
By: 
Name: Michael Reiter
Title: Authorized Representative

BIG VEFL Owner LLC,
a Delaware limited liability company

By: 
Name: Michael Reiter
Title: Authorized Representative

BIG YVCA Owner LLC,
a Delaware limited liability company

By:



Name: Michael Reiter
Title: Authorized Representative

BIG MIFL1 Owner LLC,
a Delaware limited liability company

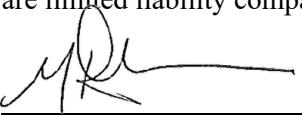
By:



Name: Michael Reiter
Title: Authorized Representative

BIG FOCA Owner LLC,
a Delaware limited liability company

By:



Name: Michael Reiter
Title: Authorized Representative

BIG LACA Owner LLC,
a Delaware limited liability company

By:



Name: Michael Reiter
Title: Authorized Representative

BIG NCCA Owner LLC,
a Delaware limited liability company

By:



Name: Michael Reiter
Title: Authorized Representative

BIG BPCA Owner LLC,
a Delaware limited liability company

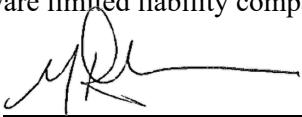
By:



Name: Michael Reiter
Title: Authorized Representative

BIG MIFL2 Owner LLC,
a Delaware limited liability company

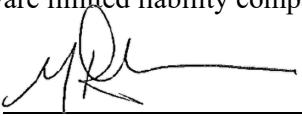
By:



Name: Michael Reiter
Title: Authorized Representative

BIG LOCA Owner LLC,
a Delaware limited liability company

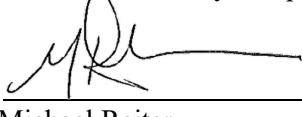
By:



Name: Michael Reiter
Title: Authorized Representative

BIG DETX Owner LLC,
a Delaware limited liability company

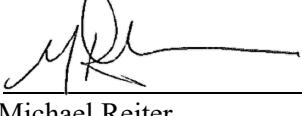
By:



Name: Michael Reiter
Title: Authorized Representative

BIG BCLA Owner LLC,
a Delaware limited liability company

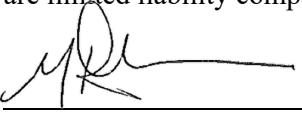
By:



Name: Michael Reiter
Title: Authorized Representative

BIG CSCO Owner LLC,
a Delaware limited liability company

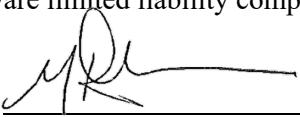
By:



Name: Michael Reiter
Title: Authorized Representative

BIG ARCA Owner LLC,
a Delaware limited liability company

By:



Name: Michael Reiter
Title: Authorized Representative

BIG FBTX Owner LLC,
a Delaware limited liability company

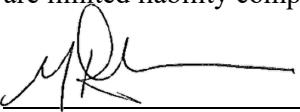
By:



Name: Michael Reiter
Title: Authorized Representative

BIG VECA Owner LLC,
a Delaware limited liability company

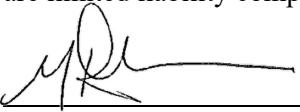
By:



Name: Michael Reiter
Title: Authorized Representative

BIG INCA Owner LLC,
a Delaware limited liability company

By:



Name: Michael Reiter
Title: Authorized Representative

BIG GACA Owner LLC,
a Delaware limited liability company

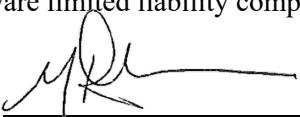
By:



Name: Michael Reiter
Title: Authorized Representative

BIG CHCA Owner LLC,
a Delaware limited liability company

By:

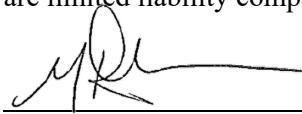


Name: Michael Reiter

Title: Authorized Representative

BIG FRCA Owner LLC,
a Delaware limited liability company

By:

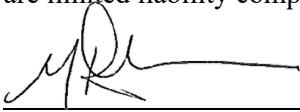


Name: Michael Reiter

Title: Authorized Representative

BIG LOSCA Owner LLC,
a Delaware limited liability company

By:

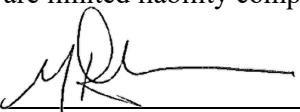


Name: Michael Reiter

Title: Authorized Representative

BIG AVCA Owner LLC,
a Delaware limited liability company

By:



Name: Michael Reiter

Title: Authorized Representative

JOINDER BY BIG LOTS, INC.

Big Lots, Inc., an Ohio corporation and the parent of the Seller, hereby joins in the execution of this Agreement to evidence its agreement to be bound by all of the terms and conditions set forth herein and to guaranty the payment and performance of all of the obligations of Seller and Tenant hereunder.

BIG LOTS, INC., an Ohio corporation

DocuSigned by:

By: FF2E51629539412...

Jonathan Ramsden

Name: Jonathan Ramsden

Title: Executive Vice President and Chief Financial and Administrative Officer

EXHIBIT A

<u>1. Zoning Code, Building Code, and Fire Code Violations; Certificates of Occupancy</u>		
Property	Actions	Time Periods
2100 SW 27 th Ave Miami, FL	1. Cure, to the satisfaction of Buyer, the building code violations identified in The City of Miami Case Number BB2021008736 (Folio Number 01-4109-039-0270), including without limitation the satisfactory completion of the required 40-50 Year Recertification Process (Violation Date: April 30, 2021; Compliance Due Date: August 26, 2021)	Within 90 days of Closing
2449 S Loop 288 Denton, TX	1. Cure, to the satisfaction of Buyer, the Fire Code Violations identified in the Denton Fire Department inspection notice dated April 12, 2021.	Within 90 days of Closing
1990 S Academy Blvd Colorado Springs, CO	1. Cure (or confirm that the following was cured) to the satisfaction of Buyer, the building code violations identified in the Notice of Noncompliance dated June 7, 2004, the Certificate of Noncompliance dated July 16, 2004 and the Stop Work Order dated May 24, 2004.	Within 60 days of Closing
18325 Dixie Highway, Miami FL	Seller must cure, to the satisfaction of Buyer, the fire code violations identified in Miami-Dade Fire Rescue Department – Inspection Report (Permit Number 99125-19107), dated October 4, 2022	Within 90 days of Closing
610 Las Tunas Dr. Arcadia, CA	1. Cure, to the satisfaction of Buyer, the fire code violations identified in the Inspection Report prepared by the Arcadia Fire Department dated July 19, 2023, and complete any required reinspection.	Within 60 days of Closing
2900 W Rosecrans Ave Gardena, CA	1. Obtain a certificate of occupancy as required under the municipal code of Gardena, CA to cure the municipal code violation.	Within 60 days of Closing
1739 SW Loop 410 STE 200 San Antonio, TX	1. Cure, to the satisfaction of Buyer, the fire code violations identified in the Final Zoning Compliance Report dated August 3, 2023 prepared by Global Zoning (Zoning Job #: GZ 25350)	Within 90 days of Closing
6420 20th St, Vero Beach, FL	1. Cure (or confirm that the following was cured) to the satisfaction of Buyer, the building and zoning code violations identified in the Final Zoning Compliance Report, dated	Within 90 days of Closing

	July 21, 2023, prepared by Global Zoning (Job No.: GZ 25346).	
4895 E Kings Canyon Rd. Fresno, CA	1. Cure, to the satisfaction of Buyer, the fire code violations identified in the Final Zoning Compliance Report dated August 11, 2023 prepared by Global Zoning (Zoning Job #: GZ 25344).	Within 90 days of Closing
7575 Foothill Blvd, Fontana, CA	1. Complete all required repairs and take all actions necessary for the resolution, dismissal, and release in full of the proceedings and related matters evidenced by that certain Notice of Pendency of Administrative Proceedings recorded as of May 10, 2021, as Instrument No. 2021-0214682 in the Official Records of San Bernardino County, California (including, without limitation, any required reinspection thereof)	Within 90 days of Closing
18880 Navajo Rd Apple Valley, CA	1. Obtain a Certificate of Occupancy as required by the Town of Apple Valley after the change in ownership upon Closing.	Within 90 days of Closing
23351 Eureka Road Taylor, MI	1. Complete all required repairs and take all actions necessary for complying with the City of Taylor Office of Development Services, including, without limitation, curing the violations referenced in that certain inspection report dated August 24, 2023, at 11:06:48 a.m.	Within 60 days of Closing

2. Repairs Reflected in Property Condition Reports and Seismic Reports

[See attached]

Property	Item	Estimated Cost
380 South Cherokee Lane, Lodi, CA		
	Investigate and repair roof leaks	\$6,000
	Install seismic straps	\$100
	ADA Compliance - provide handicapped-accessible parking designation vertically-mounted at the nose of each accessible space	\$150
	Modified bitumen roof replacement	\$130,740
2900 West Rosecrans Avenue, Gardena, CA		
	Full depth asphalt repairs and overlay	\$5,000
	Exterior painting and façade repairs	\$21,090
	Replace Zinsco panels	\$8,000
	Update fire sprinkler inspection	\$0
	ADA Compliance - provide handicapped-accessible parking designation vertically-mounted at the nose of each accessible space	\$300
	Built up roof replacement	\$118,640
	Seismic: Perform destructive investigation to identify sub-purlin wall anchors and wall anchors where the hard lid ceiling conceals the roof framing. Perform seismic assessment with additional information from destructive investigation. If the seismic assessment indicates the building is deficient, perform a roof-to-wall anchor seismic retrofit that our opinion of the probable constructions costs is approximately \$240,000	\$240,000
1815 West Slauson Avenue, Los Angeles, CA		
	Full depth asphalt repairs and overlay	\$1,000
	Investigate and repair roof leaks	\$6,000
	Seismic: A seismic retrofit for this building to mitigate the lack of effective wall anchorage. The retrofit would likely include the following elements: -Post-installed wall anchors regularly spaced around the perimeter of the structure at the roof -Continuity ties to join the sub diaphragms	\$200,000-250,000
6420 20th Street, Vero Beach, FL		
	Full depth asphalt repairs and overlay	\$20,000
	Investigate and repair the damaged and leaking irrigation line on the western portion of the subject property	\$1,000
	Investigate and repair roof leaks	\$6,000

299 Borchard Drive & 2662 E Thompson Boulevard, Ventura, California		
	Patching, crack sealing, sealing and striping - Big Lots	\$6,000
	Patching, crack sealing, sealing and striping - Wendy's	\$1,500
	Built up roof replacement - Big Lots	\$121,875
	Built up roof replacement - Wendy's	\$13,295

	Update fire sprinkler inspection - Big Lots	\$0
	Provide handicapped-accessible parking designation vertically-mounted at the nose of each accessible space - Big Lots	\$150
	Seismic: A seismic retrofit for the building to mitigate the lack of effective wall anchorage. The retrofit would likely include the following elements: -Post-installed wall anchors regularly spaced around the perimeter of the structure at the roof -Continuity ties to join the sub diaphragms	\$200,000 - \$250,000
	Environmental: Clean waste cooking oil area. Evidence of Grease Stains	
4895 East Kings Canyon Road, Fresno, California		
	Full depth asphalt repairs and overlay	\$1,000
	Confirm sprinkler head recall status	\$0
	Provide additional handicapped-accessible parking spaces to bring property into compliance.	\$200
	Provide handicapped-accessible parking designation vertically-mounted at the nose of each accessible space.	\$750
	Provide signage denoting 'van-accessible' status of each van space beneath vertically-mounted handicapped-accessible signage.	\$150
	Modified bitumen roof replacement	\$134,740
2350 East Lohman Avenue, Las Cruces, New Mexico		
	Investigate and Repair Storm Drainage Issue	\$5,000
	Investigate and repair roof leaks	\$6,000
	Update fire sprinkler and fire alarm inspections	\$0
	Confirm sprinkler head recall status	\$0
	Provide signage denoting 'van-accessible' status of each van space beneath vertically-mounted handicapped-accessible signage.	\$150
14790 La Paz Drive, Victorville, California		
	Repairs to angle bolts at rear of store	\$2,500
	Evaluate and repair the vestibule	\$20,000
	Confirm sprinkler head recall status	\$0
	Built up roof replacement	\$124,500
	Seismic: Loose bolts at all anchorage connections be tightened	\$0
18325 South Dixie Highway, Miami, Florida		
	Patching, crack sealing, sealing and striping	\$13,500
	Repair damaged aluminum and fabric canopies	\$2,000
	TPO roof replacement	\$201,500
18880 Navajo Road, Apple Valley, California		
	Obtain Annual Permit	\$0
1739 Southwest Loop 410, Suite 200, San Antonio, Texas		
	Confirm sprinkler head recall status	\$0
	Provide additional handicapped-accessible parking spaces to bring property into compliance.	\$200
	Modified bitumen roof replacement	\$181,475
12550 Central Avenue, Chino, California		
	Modified bitumen roof replacement	\$120,425
	Seismic: A seismic retrofit for this building to mitigate the lack of effective wall anchorage. The retrofit would likely include the following elements: -Post-installed wall anchors regularly spaced around the perimeter of the structure at the roof -Continuity ties to join the sub diaphragms	\$200,000-\$250,000
3161 East Texas Street, Bossier City, Louisiana		

	Regrade for proper drainage	\$5,000
	Patch and repair concrete	\$15,000
	Repair exterior stairs	\$7,500
	Sealant and control joint renewal	\$3,758
	Confirm sprinkler head recall status	\$0
	Provide handicapped-accessible parking designation vertically-mounted at the nose of each accessible space.	\$600
	Provide signage denoting 'van-accessible' status of each van space beneath vertically-mounted handicapped-accessible signage.	\$150
	Provide delineated access aisle adjacent to parking spaces to bring the property into compliance.	\$280
	Structural: Seal joints around the building	\$4,500
	Structural: Replace five (5) concrete wall panels (15'X25"X7") on the west side wall with reinforced CMU	\$112,500
	Structural: Install plate connector wat cracked and separated joists	\$24,000
	Composite single roof replacement	\$2,800
	Structural: Structural assessment needed - cracking of the tilt wall panels at the base of the exterior along the western wall and at the interior of the building at the panel connector plates at the northern and western walls.	Structural Assessment: \$6,000; Structural Repairs \$150,000.
	Clean discarded debris, trash, and/or other solid waste, including mattresses and windblown household trash, located in the vacant field on the northern portion of the Subject Property	
1990 South Academy Boulevard, Colorado Springs, Colorado		
	Repair exterior stairs	\$500
	Repair impact-damaged finishes	\$1,000
	Investigate and repair roof leaks	\$6,000
	Replacement of damaged/missing vinyl floor tiles	\$2,000
	Heat pump replacement, per ton	\$4,500
	Install GFI outlets and repair exterior outlet	\$0
	Relocate stored items from rear egress	\$0
	Repair noted fire sprinkler system deficiencies	\$1,200
	Modify or replace current door threshold to bring entrance into compliance.	\$200
3003 West Manchester Boulevard & 8500 Crenshaw Blvd, Inglewood, California		
	Termite inspection and treatment (Big Lots)	\$10,000
	Replace damaged wood trim (Big Lots)	\$5,000
	Built up roof replacement (Rally's)	\$3,670
	Built up roof replacement (Big Lots)	\$105,965
	Concrete tile roof replacement (Big Lots)	\$3,720
	Seismic: Invasive investigation and seismic analysis. Check for presence of sub-pulin embedded wall anchors nailed overtop of plywood.	\$240,000
1070 West Avenue K, Ste A, Lancaster, California		
	Patching, crack sealing, sealing and striping	\$5,250
	Update fire extinguishers inspection	\$0
	Provide additional handicapped-accessible parking spaces to bring property into compliance.	\$400
	Provide additional van-accessible parking spaces (1 of every 6 handicapped-accessible spaces) to bring property into compliance.	\$250
17575 Foothill Boulevard, Fontana, California		
	Full depth asphalt repairs and overlay	\$4,000
	Patch and repair concrete	\$5,000
	Update fire sprinkler and fire alarm inspections	\$0
	Provide additional handicapped-accessible parking spaces to bring property into compliance.	\$400

	Provide additional van-accessible parking spaces (1 of every 6 handicapped-accessible spaces) to bring property into compliance.	\$250
	Modified bitumen roof replacement	\$180,600
	Seismic: A seismic retrofit for this building to mitigate the lack of wall anchorage at much of the building perimeter. The retrofit would likely include the following elements: -Post-installed wall anchors regularly spaced around the perimeter of the structure at the roof -Continuity ties to join the roof subdiaphragms -New shear wall or steel braced frame at the west end of the north elevation -Add anchors or bracing to unanchored mechanical equipment and storage racks	Seismic: \$325,000 - \$375,000
56865 Twentynine Palms Highway, Yucca Valley, California		
	Full depth asphalt repairs and overlay	\$3,500
	Install seismic straps	\$100
	Confirm sprinkler head recall status	\$0
	Provide handicapped-accessible parking designation vertically-mounted at the nose of each accessible space.	\$150
	Seismic: A seismic retrofit for this building to mitigate the lack of wall anchorage at much of the building perimeter. The retrofit would likely include the following elements: -Post-installed wall anchors regularly spaced around the perimeter of the structure at the roof -Continuity ties to join the sub diaphragms -Brace the heater hung from the roof to the structure	\$200,000-\$250,000
8932 Valley View Street, Buena Park, California		
	TPO roof replacement	\$201,520
1410 East Plaza Boulevard, National City, California		
	Update fire sprinkler and fire alarm inspections	\$0
	Confirm sprinkler head recall status	\$0
	Provide additional handicapped-accessible parking spaces to bring property into compliance.	\$800
610 Las Tunas Drive, Arcadia, California		
	Patching, crack sealing, sealing and striping	\$5,468
	Full depth asphalt repairs and overlay	\$7,200
	Install seismic straps	\$100
	Provide signage denoting 'van-accessible' status of each van space beneath vertically-mounted handicapped-accessible signage.	\$150
	Provide handicapped-accessible parking designation vertically-mounted at the nose of each accessible space.	\$150
	Modified bitumen roof replacement	\$121,600
23351 Eureka Road, Taylor, Michigan		
	Full depth asphalt repairs and overlay	\$9,000
	Patching, crack sealing, sealing and striping	\$6,804
	Replace damaged concrete masonry units at loading doors	\$10,000
	Investigate and repair roof leaks	\$6,000
	Confirm sprinkler head recall status	\$0
	Provide handicapped-accessible parking designation vertically-mounted at the nose of each accessible space.	\$300
	Provide signage denoting 'van-accessible' status of each van space beneath vertically-mounted handicapped-accessible signage.	\$150
2249 South Loop 288, Denton, Texas		
	Patch and repair concrete	\$15,000
	Repair concrete sidewalks	\$600

	Repair condensate line damage	\$0
	Resolve yellow tag deficiencies at fire riser and fire alarm panel	\$0
	Provide current inspection tag for fire extinguisher	\$0
	Provide handicapped-accessible parking designation placard on the vertical poles at the nose of each accessible space.	\$100
	Close out open fire code violations	\$0
	TPO roof replacement	\$164,375
	Modified bitumen roof replacement	\$3,750
2865 Valley View Lane, Farmers Branch, Texas		
	Repair clogged sewer line	\$1,000
	Confirm sprinkler head recall status	\$0
	Provide ramped curb cuts as necessary along the site's accessible route and at passenger drop-off areas. Provide roughened surface to delineate cuts from adjacent walks or paved areas.	\$4,500